

# Agreement for Mutual Disclosure

This Agreement for Mutual Disclosure ("Agreement") is entered into between Fortanix, Inc. ("Fortanix"), a Delaware corporation, and the company identified below ("Company") as of the last date signed below.

**1. PURPOSE.** Fortanix and Company wish to explore a possible business relationship pursuant to which each party will disclose certain Confidential Information to the other party, which the other party agrees to keep confidential and use solely for evaluating a potential business relationship between the parties. The party disclosing Confidential Information is referred to as "Discloser" and the party receiving Confidential Information is referred to as "Recipient". Confidential Information disclosed by any subsidiary of Fortanix or the Company shall be covered by this Agreement.

**2. CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, firmware, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of Discloser, which is identified as confidential by Discloser at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". In the case of disclosures in nondocumentary form made orally or by visual inspection, Discloser shall have the right, or if requested by Recipient, the obligation, to confirm in writing within 30 days after the disclosure is made, the fact that such information is confidential and protected hereunder. Confidential Information does not include information, technical data or know-how which (i) was in Recipient's possession or otherwise available to Recipient on a nonconfidential basis before receipt from Discloser, (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed Discloser pursuant to this Agreement, (iii) is disclosed to Recipient without restriction by a third party who is not known by Recipient to be bound by a confidentiality agreement with or other obligation of nondisclosure to Discloser, or (iv) was independently developed by Recipient without reliance on any Confidential Information of Discloser. "Confidential Information" shall also include any information about the possible business relationship between the parties, including the terms or conditions thereof or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Confidential Information has been made available to Recipient.

**3. NON-DISCLOSURE AND RESTRICTIONS.** Recipient will treat Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care. Except as required by law, Recipient will only disclose Confidential Information to its directors, officers, employees, agents, contractors and advisors (including, without limitation, financial advisors, attorneys and accountants) with a need to know who are aware of the terms of this Agreement. If Recipient is requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system on which any of Recipient's securities are listed or quoted) or by legal process to disclose Confidential Information, Recipient shall give Discloser reasonable prior written notice of such disclosure and shall cooperate with Discloser in obtaining a protective order or similar protection. In the event that Recipient shall have complied fully with the provisions of this paragraph, such disclosure may be made by Recipient without any liability hereunder. Recipient's obligations set forth herein shall also be applicable to Confidential Information disclosed by Discloser to Recipient prior to the execution of this Agreement which, if not marked or otherwise identified as confidential at the time of disclosure, is identified in writing as confidential within 30 days after the date of this Agreement. Recipient's obligations hereunder with respect to each item of Confidential Information shall survive for a period of two (2) years from the date of receipt thereof by Recipient, with the exception of source code, which shall survive indefinitely. Neither party will disclose to the other party, or use or induce the other party to use, any proprietary information or trade secrets of any third parties. Each party further agrees that it will not bring onto the premises of the other party any unpublished document or proprietary information belonging to any such third party unless consented to in writing by such third party. Discloser hereby represents and warrants that Discloser may rightfully disclose or make available Confidential Information to Recipient without the violation of any contractual, legal, fiduciary or other obligation to any person, and Discloser shall indemnify and hold harmless in full Recipient against any and all damages, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees) incurred by Recipient in connection with the breach of such representation and warranty. Recipient may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software disclosed pursuant to this Agreement. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Discloser acknowledges that Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Recipient will not develop, or have developed for it, products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Discloser's Confidential Information provided that Recipient does not violate any of its obligations under this Agreement in connection with such development. Further, either party shall be free to use for any purpose any residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. The provisions of this Sections will survive any expiration or termination of this Agreement.

**4. TERM AND RETURN OF CONFIDENTIAL MATERIAL.** This Agreement shall be effective as of the last date signed below and the term shall extend through and until a period of two (2) years thereafter unless the term of this Agreement is extended, in writing, by the mutual agreement of the parties

hereto. However, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon any such termination or expiration of this Agreement and at the request and direction of the Discloser, Recipient will return or destroy, at Recipient's election (provided that any such destruction shall be certified by a duly authorized representative of Recipient) any tangible materials containing Confidential Information, and any copies or reproductions thereof; provided, however, that (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered and (ii) one copy of any item of written Confidential Information may be retained by legal counsel for record retention purposes only.

**5. REMEDIES.** Recipient shall be responsible for any breach of this Agreement by its directors, officers, employees or contractors, and shall make its other agents and advisors (including, without limitation, financial advisors, attorneys and accountants) aware of the terms of this Agreement. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Discloser shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond. Notwithstanding anything to the contrary elsewhere herein, neither party shall be liable for any incidental, indirect, special, remote, exemplary, punitive or consequential damages, including but not limited to loss of revenue or profits, arising from or caused, directly or indirectly, by any failure to comply with this Agreement.

**6. NO RIGHTS GRANTED.** All Confidential Information and tangible materials containing Confidential Information shall remain the property of Discloser. Nothing in this Agreement is intended to grant to Recipient any rights under any patent or copyright of Discloser. ALL CONFIDENTIAL INFORMATION IS PROVIDED TO RECIPIENT "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. GENERAL.** This Agreement may not be amended except by a writing signed by an authorized representative of each of the parties. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, except that neither party may assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent which shall not be unreasonably withheld. This Agreement shall be governed by California law, without regard to conflict of law provisions. In the event that an action, proceeding or arbitration is brought to enforce the provisions of this Agreement, the prevailing party in such action, proceeding or arbitration shall be entitled to reasonable attorneys' fees and expenses incurred in connection therewith. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings between the parties with respect to such subject matter.

**FORTANIX**  
Fortanix, Inc.  
444 Castro St # 305,  
Mountain View, CA 94041

Attn: Legal

Signature: \_\_\_\_\_

Name: Ambuj Kumar

Title: CEO

Date: \_\_\_\_\_

**COMPANY**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_